

ESTTA Tracking number: **ESTTA493560**

Filing date: **09/10/2012**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91206266
Party	Defendant Stacey Berland
Correspondence Address	DUNCAN G. BYERS BYERS LAW GROUP 142 W YORK ST STE 910 NORFOLK, VA 23510-2041 admin@byerslawgroup.com;duncan.byers@by
Submission	Motion to Join/Substitute Party
Filer's Name	Duncan G. Byers
Filer's e-mail	admin@byerslawgroup.com, duncan.byers@byerslawgroup.com, jdwilson@byerslawgroup.com
Signature	/Duncan G. Byers/
Date	09/10/2012
Attachments	Berland.T.1.Motion.to.Join.or.Substitute.As.Filed.pdf (25 pages)(586091 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD**

Glen Raven, Inc.)	
Opposer,)	
)	
v.)	Opposition No. 91206266
)	
Stacey Berland)	
Applicant.)	

MOTION TO SUBSTITUTE OR JOIN

COMES NOW Applicant, Stacey Berland, in the matter of Opposition No. 91206266, in accordance with Trademark Act § 10, 15 USC § 1060, 37 CFR § 3.71, 37 CFR § 3.73(b), and TBMP § 512, and for her Motion to Substitute or Join states as follows:

1. This Matter comes before the Trademark Trial and Appeal Board (“TTAB”) on Opposer Glen Raven, Inc.’s Notice of Opposition, filed on July 26, 2012.
2. Opposer alleges in its Opposition that it is “the owner of all right, title, and interest in the SUNBRELLA work mark and SUNBRELLA Logo collectively . . . and corresponding registrations [Reg. No. 3,731,230, Reg. No. 3,652,524, Reg. No. 2,966,133, Reg. No. 709,110] . . .” Notice of Opposition (“Not. Opp.”) ¶9.
3. In fact, those marks (along with all others related to this Opposition) are subject to two assignments:
 - a. Assignment recorded at Reel/Frame 3555/0691 on 06/06/2007, attached herein as Exhibit A;

b. Assignment recorded at Reel/Frame 4640/0213 on 10/12/2011, attached herein as Exhibit B.

4. The Assignee shown in Exhibit B, Wells Fargo Bank, N.A., is the successor in interest to the Assignee shown in Exhibit A, Waschovia Bank, National Association.

5. Opposer is therefore not the owner of the Marks upon which it relies for its Opposition.

WHEREFORE, Applicant respectfully submits that Opposer should be substituted the true owner of right to the Marks relied upon in the Opposition, Wells Fargo Bank, N.A. In the alternative, Applicant respectfully submits that Wells Fargo Bank, N.A. should be joined to this Opposition.

STACEY BERLAND, APPLICANT

_____/s/
Of Counsel

Duncan G. Byers, Esquire
Virginia State Bar No. 48146
Jeffrey D. Wilson, Esquire
Virginia State Bar No. 75734
BYERS LAW GROUP
142 W York Street, Suite 910
Norfolk, VA 23510
(757) 227-3340 Telephone
(757) 227-3341 Facsimile
admin@byerslawgroup.com

Glen Raven v. Berland; TTAB Opp. No. 91206266
September 10, 2012

Mtn. Substitute or Join
BYERS LAW GROUP

duncan.byers@byerslawgroup.com;
jdwilson@byerslawgroup.com
Counsel for Applicant Stacey Berland

CERTIFICATE OF SERVICE

I hereby certify that on the 10th of September, 2012, the foregoing Motion to Substitute or Join was served via First Class Mail and email to the following, and electronically filed with the TTAB, which will also send notification of such filing (NEF) to the following:

Christopher Kelly, Esq.
Wiley Rein LLP
1776 K Street, N.W.
Washington, DC 20006
UNITED STATES
ckelly@wileyrein.com
Counsel for Opposer Glen Raven, Inc.

/s/
Duncan G. Byers, Esquire
Virginia Bar No. 48146
Jeffrey D. Wilson, Esquire
Virginia State Bar No. 75734
BYERS LAW GROUP
142 W York Street, Suite 910
Norfolk, VA 23510
(757) 227-3340 Telephone
(757) 227-3341 Facsimile
admin@byerslawgroup.com
duncan.byers@byerslawgroup.com;
jdwilson@byerslawgroup.com
Counsel for Applicant Stacey Berland

EXHIBIT A

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glen Raven, Inc.		10/06/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	100 North Main Street		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	1967401	COMFORT SLING	
Registration Number:	0670286	GLEN RAVEN	
Registration Number:	0670292	GLEN RAVEN	
Registration Number:	2163131	RAVEN	
Registration Number:	3502085	RAVEN	
Registration Number:	3957379	SUNSHARP	
Registration Number:	3167136	SUR LAST	
Serial Number:	85213111	LET ENDLESS POSSIBILITIES BEGIN	
Registration Number:	1243686	ARGONAUT	
Registration Number:	1763710	COASTGUARD	
Registration Number:	3826312	FIRESIST	
Registration Number:	2273052	NITE-LITE	
Registration Number:	3528343	SHEER GENIUS	
Registration Number:	0709110	SUNBRELLA	

900204450

TRADEMARK
 REEL: 004640 FRAME: 0213

OP \$1265.00 1967401

Registration Number:	1815959	SUNBRELLA
Registration Number:	3652524	SUNBRELLA
Registration Number:	3731230	SUNBRELLA
Serial Number:	77556137	SUNBRELLA
Registration Number:	2028355	SUNBRELLAS
Registration Number:	2170346	SUNBRITE
Registration Number:	2190788	COOL GLO
Registration Number:	1516902	MARITIME
Registration Number:	2366809	MAYFIELD COLLECTION
Registration Number:	1181824	SOLAIR
Registration Number:	2306009	STARFIRE
Registration Number:	3535226	TRI VANTAGE
Registration Number:	3502833	
Registration Number:	3584116	
Registration Number:	3601320	AUTOGUARD
Registration Number:	3590184	HARBOR-TIME
Registration Number:	3750359	LITELOK
Registration Number:	3495910	MAIN STREET
Registration Number:	3527501	MASTERWEAVE
Registration Number:	3979336	MINEMESH
Registration Number:	3684973	PATIO 500
Registration Number:	3684975	SEA-SPRAÉ
Registration Number:	1347843	SIGNMASTER
Registration Number:	2559029	SUNBRITE
Registration Number:	1932932	SUNSHARP
Registration Number:	2302347	CARTBRELLA
Registration Number:	2425712	ERADI-LITE
Registration Number:	2713987	G L E N R A V E N
Registration Number:	0720713	GLENSPUN
Registration Number:	1922124	GLENTOUCH
Registration Number:	1729437	GLEN TUFF
Registration Number:	1812196	NOTHING'S BETTER UNDER THE SUN
Registration Number:	1640537	PRO-TEC
Registration Number:	2684236	
Registration Number:	1652405	STRATA GRID

TRADEMARK
REEL: 004640 FRAME: 0214

85287701

GLENFLOW

CORRESPONDENCE DATA

Fax Number: (704)353-3698

Phone: 7043315792

Email: donna.millard@klgates.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Karl S.Sawyer, Jr.

Address Line 1: Post Office Box 33144

Address Line 2: K & L Gates LLP

Address Line 4: Charlotte, NORTH CAROLINA 28233

ATTORNEY DOCKET NUMBER:

2812412.00097WELLSFARGO

NAME OF SUBMITTER:

Karl S. Sawyer, Jr.

Signature:

/ Karl S. Sawyer, Jr. /

Date:

10/12/2011

Total Attachments: 8

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 12, 2011 by and between (i) GLEN RAVEN, INC., a North Carolina corporation (the "Grantor"), and (ii) WELLS FARGO BANK, N.A. (successor in interest by merger to Wachovia Bank, National Association), as Agent (in such capacity, the "Agent"), for the ratable benefit of itself and the Secured Parties.

STATEMENT OF PURPOSE

The Grantor, certain Subsidiaries of the Grantor, the Agent and certain other parties are parties to that certain Trademark Security Agreement, dated as of May 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Trademark Security Agreement"), which was entered into in connection with the Existing Credit Agreement (as defined in the Credit Agreement).

The Grantor, certain subsidiaries and affiliates of the Grantor, the Agent and the Lenders have agreed to amend and restate the Existing Credit Agreement pursuant to that certain Fifth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Ravenwood International Corp., Quintin I Holding B.V., Quintin II S.A.S., the Agent, the Lenders and the other parties thereto.

As a condition precedent to the obligation of the Lenders to make and continue to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor has (i) entered into that certain Amended and Restated Collateral Agreement dated as of the date hereof in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") and (ii) agreed to supplement the Existing Trademark Security Agreement in the form hereof. This Agreement supplements the Existing Trademark Security Agreement, forms a part thereof and is subject to the terms thereof. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement or the Credit Agreement, as applicable:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. The Grantor hereby grants, pledges and collaterally assigns to the Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired: (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A; (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B; (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or

Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and (iv) all products and proceeds of the foregoing.


2. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. This Agreement constitutes a supplement of the Existing Trademark Security Agreement, as amended, effective from and after the Closing Date. The execution and delivery of this Agreement shall not constitute a novation of any indebtedness, the security interest (or priority thereof) or other obligations owing to the Lenders or the Agent of the Existing Trademark Security Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

GLEN RAVEN, INC., as the Grantor

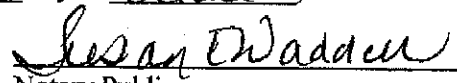
By: 
Name: Gary Smith
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF North Carolina
Alamance COUNTY

I, Susan E. Waddell, a Notary Public for said County and State, do hereby certify that J. Gary Smith personally appeared before me this day and stated that he is the Senior Vice President of Glen Raven, Inc. and acknowledged, on behalf of Glen Raven, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of October, 2011.


Notary Public

My commission expires:

December 3, 2011

[Signature Pages Continue]

[Supplemental Trademark Security Agreement – Glen Raven, Inc.]

TRADEMARK
REEL: 004640 FRAME: 0218

Acknowledged by the Agent as of the day and
year first written above:

WELLS FARGO BANK, N.A., as Agent

By: 

Name: Tim Sechrest

Title: Senior Vice President

[Supplemental Trademark Security Agreement – Glen Raven, Inc.]

TRADEMARK
REEL: 004640 FRAME: 0219

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARKS

Name	Trademark No.	Issue Date	Renewal Date
COMFORT SLING	1,967,401	4/9/1996	4/9/2016
GLEN RAVEN	0670286	11/25/1958	11/25/2018
GLEN RAVEN	0670292	11/25/1958	11/25/2018
RAVEN & design	2,163,131	6/9/1998	6/9/2018
RAVEN & design	3,502,085	9/16/2008	9/16/2018
SUNSHARP	3,957,379	5/10/2011	5/10/2021
SURLAST & Design	859,241 (US – Madrid Protocol)	4/27/2005	4/27/2015
LET ENDLESS POSSIBILITIES BEGIN	1,085,541 (Madrid Protocol)	3/28/2011	3/28/2021
ARGONAUT	1,243,686	6/28/1983	6/28/2013
COASTGUARD	1,763,710	4/6/1993	9/16/2016
FIRESIST	3,826,312	7/27/2010	7/27/2020
NITE-LITE	2,273,052	8/24/1999	8/24/2019
SHEER GENIUS	3,528,343	11/4/2008	11/4/2018
SUNBRELLA	709,110	12/27/1960	12/27/2020
SUNBRELLA	1,815,959	1/11/1994	1/11/2014
SUNBRELLA & design	3,652,524	7/7/2009	7/7/2018
New SUNBRELLA logo (color version)	3,731,230	12/29/2009	12/29/2018
SUNBRELLA (new logo)	989,916 (Madrid Protocol)	12/31/2008	12/31/2018
NEW SUNBRELLA logo	1,070,360 (Madrid Protocol)	1/25/2011	1/25/2021
NEW SUNBRELLA logo	1,074,092 (Madrid Protocol)	3/28/2011	3/28/2021
SUNBRELLAS	2,028,355	1/7/1997	1/7/2017

SUNBRITE	2,170,346	6/30/1998	6/30/2018
COOL GLO	2,190,788	9/22/1998	9/22/2017
MARITIME	1,516,902	12/13/1988	12/13/2017
MAYFIELD COLLECTION	2,366,809	7/11/2000	7/11/2020
SOLAIR	1,181,824	12/15/1981	5/12/2013
STARFIRE	2,306,009	1/4/2000	12/28/2015
TRI VANTAGE	3,535,226	11/18/2008	11/18/2018
TRI VANTAGE LOGO (B&W)	3,502,833	9/16/2008	9/16/2018
TRI VANTAGE LOGO (multicolor)	3,584,116	3/3/2009	3/3/2019
AUTOGUARD	3,601,320	4/7/2009	4/7/2019
HARBOR-TIME	3,590,184	3/17/2009	3/17/2019
LITELOK	3,750,359	2/16/2010	2/16/2019
Main Street	3,495,910	9/2/2008	9/2/2018
MASTERWEAVE	3,527,501	11/4/2008	11/4/2014
MINEMESH	3,979,336	6/14/2011	6/14/2021
Patio 500	3,684,973	9/22/2009	9/22/2018
SEA-SPRAE	3,684,975	9/22/2009	9/22/2019
SIGNMASTER	1,347,843	7/9/1985	7/20/2015
SUNBRITE	2,559,029	4/9/2002	4/9/2012
SUNSHARP	1,932,932	11/7/1995	11/7/2015
CARTBRELLA & Design	2,302,347	12/21/1999	12/21/2009
ERADI-LITE	2,425,712	1/30/2001	1/30/2021
GLENRAVEN	2,713,987	5/6/2003	5/6/2013
GLENSPUN	720,713	8/29/1961	8/29/2021
GLEN TOUCH & Logo	1,922,124	9/26/2005	9/26/2015
GLEN TUFF	1,729,437	11/3/1993	11/3/2012
NOTHING'S BETTER UNDER	1,812,196	12/21/1993	12/21/2003

[Trademark Security Agreement - Glen Raven]

TRADEMARK
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THE SUN			
PRO-TEC	1,640,537	4/9/1991	6/21/2021
RIBBON RAVEN DESIGN	2,684,236	2/4/2003	2/4/2012
STRATA GRID	1,652,405	7/30/1991	7/30/2021
GLENFLOW	Application # 85/287,701	4/6/2011	N/A

[Trademark Security Agreement - Glen Raven]

TRADEMARK
REEL: 004640 FRAME: 0222

TRADEMARK SECURITY AGREEMENT

SCHEDULE B

TRADEMARK LICENSES

None.

[Trademark Security Agreement – Glen Raven]

RECORDED: 10/12/2011

TRADEMARK
REEL: 004640 FRAME: 0223

EXHIBIT B

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glen Raven, Inc.		05/22/2007	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	201 South College Street		
Internal Address:	CP-8		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	78755377	FIRESIST HUV	
Registration Number:	2713987	G L E N R A V E N	
Registration Number:	2786846	GLEN RAVEN	
Registration Number:	3051442	GLENGUARD	
Serial Number:	75415777	RAVEN	
Registration Number:	2684236		
Serial Number:	78293990	SEF	
Registration Number:	2903576	SEF	
Serial Number:	78747636	SHADEBRELLA	
Registration Number:	2821651	SOLAR VISTA	
Registration Number:	2966133	SUNBRELLA "PLUS"	
Registration Number:	2451005	SUNBRELLA	
Registration Number:	2452965	SUNBRELLA	

900078590

TRADEMARK
REEL: 003555 FRAME: 0691

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Registration Number:	2761048	SUNBRELLA FIRESIST
Registration Number:	3118723	SUNBRELLA
Serial Number:	76623421	SUNBRITE
Serial Number:	77149373	SUR LAST
Registration Number:	3167136	SUR LAST
Serial Number:	77019372	VIVITEX

CORRESPONDENCE DATA

Fax Number: (404)581-8330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown

Address Line 1: 1420 Peachtree Street, N.E.

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	974727-920001
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	06/06/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made effective as of May 22, 2007 by and among GLEN RAVEN, INC., a North Carolina corporation (the "Borrower") and any Subsidiary thereof which becomes a party hereto hereafter by execution of a counterpart hereof or a joinder agreement with respect hereto, effective upon its so becoming a party hereto (collectively, the "Assignors" and each individually, an "Assignor") and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (in its individual capacity, "Wachovia") organized under the laws of the United States of America, as a collateral agent (in such capacity, together with its successors and assigns, "Collateral Agent") for itself and for the Secured Parties, as that term is defined in the Security Agreement dated as of October 19, 2000 (as amended or supplemented from time to time, the "Security Agreement") by and among Glen Raven, Inc., and certain of its Subsidiaries (and if and when any other Subsidiary of the Borrower becomes a party thereto, each such Subsidiary).

WITNESSETH:

WHEREAS, each of the Assignors is obligated to the "Lenders" pursuant to a the Credit Agreement (as defined by the Security Agreement); and

WHEREAS, the Assignors are the owners of certain trademarks and service marks more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Assignors' respective business symbolized and represented by such trademarks and service marks (herein collectively the "Trademark Collateral");

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors hereby agrees as follows:

1. Each of the Assignors hereby pledges, mortgages, and grants a security interest in and to the Collateral Agent, for the equal and ratable benefit of the Secured Parties (as defined in the Security Agreement), all of its respective right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the Secured Obligations (as defined in the Security Agreement).

2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Assignors continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby and to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Secured Obligations, or upon the termination of this Agreement pursuant to the Credit Agreement, the security interest of the Collateral Agent in the Trademark Collateral shall be released and thereafter the Collateral Agent shall no longer have any interest therein.

3. The Assignors will pay all filing fees with respect to the security interest created hereby that the Collateral Agent may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. Each of the Assignors represents and warrants that it lawfully possesses and owns its registered Trademark Collateral and to its knowledge all other of its Trademark Collateral and that, except for the security interest in favor of the Collateral Agent granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; other than Permitted Liens (as defined in the Security Agreement), that such Assignor has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; to its knowledge, is and will continue to be, in all material respects, in full force and effect, and that such Assignor has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Collateral Agent.

5. If an "Enforcement Event" has occurred and is continuing, then the Assignors shall be in default hereunder and the Collateral Agent shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The term "Enforcement Event" means the occurrence of both (i) an Event of Default under the Credit Agreement which has not been cured or waived and (ii) the Agent's having accelerated the maturity of all of the Obligations (as those terms are defined in the Credit Agreement) pursuant to Section 6.01 of the Credit Agreement and such acceleration has not been rescinded by the Agent. The Collateral Agent shall give the Assignors reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Assignors shown herein at least 10 Domestic Business Days (as defined in the Credit Agreement) before the date of such sale of disposition. In addition to the foregoing and all other rights and remedies of the Collateral Agent, if an Enforcement Event has occurred and is continuing, the Collateral Agent shall thereupon have the immediate right to sell, assign and transfer to any other person who is not a Secured Party:

A. all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together with the goodwill of the Assignors' respective businesses symbolized and associated with such trademarks and service marks; and

B. ownership of the Assignors' respective entire inventory of labels and decals not then affixed to their products and ownership of the right to operate and control the businesses under the marks specified in the Schedule.

A formal irrevocable power of attorney is being executed and delivered by the Assignors to the Collateral Agent concurrently with the execution of this Agreement to enable such rights to be carried out. Each of the Assignors agrees that, in the event the Collateral Agent exercises said power in accordance with its terms, after written notification of such exercise from the Collateral Agent to the Assignors, unless the Collateral Agent shall otherwise consent, the Assignors shall never thereafter, without the written authorization of the owner or owners of the

trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely similar thereto, on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Agent shall be applied in the order set forth in Section 5.1.2(b) of the Security Agreement.

7. The Assignors shall execute and deliver to the Collateral Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Collateral Agent or the Secured Parties.

8. The Assignors shall defend at its own cost and expense any action, claims or proceeding affecting its respective Trademark Collateral or the interest of the Collateral Agent or the Secured Parties therein. The Assignors shall reimburse the Collateral Agent or the Secured Parties for all costs and expenses incurred by the Collateral Agent or the Secured Parties in defending any such action, claim or proceeding.


9. This Agreement shall be in addition to all other present and future instruments, documents and agreements between the Assignors and the Collateral Agent; it shall not be deemed to affect, modify or limit any of the same or any rights of the Collateral Agent thereunder, and all of the Collateral Agent's rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that, if an Enforcement Event occurs, the Collateral Agent shall have no obligation to marshal any assets presently or hereafter pledged to the Collateral Agent or the Secured Parties by the Assignors, whether under this Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

11. The Assignors agree that the validity, interpretation and enforcement of the Agreement and all rights hereunder shall be governed by the internal laws of the State of North Carolina and not its laws of conflicts of laws.

12. The Collateral Agent and each of the Assignors hereby acknowledge that it is their intent that, as among the Assignors, the Collateral Agent and the Secured Parties, this Agreement creates a security interest in favor of the Collateral Agent for the ratable benefit of the Secured Parties and is a secured transaction, with the Assignors remaining as the owner of the Trademark Collateral.

GLEN RAVEN, INC.

By: 
Name: J. Gray Smith
Title: V.P. Treasurer


Address:
1831 North Park Avenue
Glen Raven, North Carolina 27217

ATI-1101448v7

TRADEMARK
REEL: 003555 FRAME: 0696

Accepted in Atlanta, Georgia

WACHOVIA BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Tim Sechrest
Title: Vice President

Address:
201 South College Street, CP-8
Charlotte, North Carolina 28288

ATI-1101448v7

TRADEMARK
REEL: 003555 FRAME: 0697

STATE OF North Carolina) SS
COUNTY OF Alamance)

On May 30, 2007, before me, the undersigned, a notary public in and for said State, personally appeared J. Gary Smith, known to me to be the V.P./Treasurer of Glen Raven, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Jane N. Greene
Jane N. Greene
 Notary Public

My Commission Expires May 27, 2011

SCHEDULE TO THE TRADEMARK SECURITY AGREEMENT

Mark	Registration Number		Registration Date	
FIRESIST HUV	Publication #	78/755,377	Publication Date	12 Dec 2006
GLEN RAVEN (Stylized)		2,713,987		06 May 2003
GLEN RAVEN Logo		2,786,846		25 Nov 2003
GLENGUARD		3,051,442		24 Jan 2006
RAVEN & Design	Publication #	75/415,777		04 Oct 2005
RAVEN RIBBON DEVICE		2,684,236		04 Feb 2003
SEF	Publication #	78/293,990	Publication Date	02 May 2006
SEF		2,903,576		16 Nov 2004
SHADEBRELLA	Publication #	78/747,636	Publication Date	18 Jul 2006
SOLAR VISTA		2,821,651		09 Mar 2004
SUNBRELLA "PLUS"		2,966,133		12 Jul 2005
SUNBRELLA & Umbrella Design (w/o GRMI below)		2,451,005		15 May 2001
SUNBRELLA (multi class)		2,452,965		22 May 2001
SUNBRELLA FIRESIST		2,761,048		09 Sep 2003
SUNBRELLA LOGO		3,118,723		25 Jul 2006
SUNBRITE	Publication #	76/623,421	Publication Date	15 Nov 2005
SUR LAST	Application #	77/149,373	Application Date	05 Apr 2007
SUR LAST LOGO		3,167,136		07 Nov 2006
VIVITEX	Application #	77/019,372	Application Date	12 Oct 2006

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RECORDED: 06/06/2007

TRADEMARK
REEL: 003555 FRAME: 0699